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UNITED ARTISTS CORPORATION
7

8 UNITED STATES DISTRICT COURT
9 CENTRAL DISTRICT OF CALIFORNIA
10 WESTERN DIVISION

11 UNITED ARTISTS CORPORATION,
a Delaware corporation,

12
13 Plaintiff,

14 v.

15 UNITED ARTIST STUDIOS LLC, a
Nevada limited liability company;
16 UNITED ARTIST FILM FESTIVAL
LLC, a Nevada limited liability
17 company; XLI TECHNOLOGIES
INC., a revoked Nevada corporation;
18 XLI41 L.L.C., a Nevada limited
liability company; JAMES P.
19 SCHRAMM, an individual; and
DOES 1-10, inclusive,

20 Defendants.
21

22 AND COUNTERCLAIMS.
23
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Case No. 2:19-cv-00828-MWF-MAAx

~~PROPOSED~~ STIPULATED
PROTECTIVE ORDER

Complaint Filed: Feb. 5, 2019
Counterclaims Filed: March 22, 2019

1 1. PURPOSES AND LIMITATIONS

2 Discovery in this action is likely to involve production of confidential,
3 proprietary, or private information for which special protection from public disclosure
4 and from use for any purpose other than prosecuting this litigation may be warranted.
5 Accordingly, the Parties hereby stipulate to and petition the Court to enter the
6 following Stipulated Protective Order. The Parties acknowledge that this Order does
7 not confer blanket protections on all disclosures or responses to discovery and that the
8 protection it affords from public disclosure and use extends only to the limited
9 information or items that are entitled to confidential treatment under the applicable
10 legal principles. The Parties further acknowledge, as set forth in Section 12.3, below,
11 that this Stipulated Protective Order does not entitle them to file confidential
12 information under seal; Civil Local Rule 79-5 sets forth the procedures that must be
13 followed and the standards that will be applied when a party seeks permission from
14 the court to file material under seal.

15 2. GOOD CAUSE STATEMENT

16 This action is likely to involve valuable commercial, financial, and proprietary
17 information for which special protection from public disclosure and from use for any
18 purpose other than prosecution of this action is warranted. Such confidential and
19 proprietary materials and information consist of, among other things, confidential
20 business or financial information, information regarding confidential business
21 practices, or other confidential research, development, or commercial information
22 (including information implicating privacy rights of third parties), information
23 otherwise generally unavailable to the public, or which may be privileged or
24 otherwise protected from disclosure under state or federal statutes, court rules, case
25 decisions, or common law. Accordingly, to expedite the flow of information, to
26 facilitate the prompt resolution of disputes over confidentiality of discovery materials,
27 to adequately protect information the parties are entitled to keep confidential, to
28 ensure that the parties are permitted reasonable necessary uses of such material in

1 preparation for and in the conduct of trial, to address their handling at the end of the
2 litigation, and serve the ends of justice, a protective order for such information is
3 justified in this matter. It is the intent of the parties that information will not be
4 designated as confidential for tactical reasons and that nothing be so designated
5 without a good faith belief that it has been maintained in a confidential, non-public
6 manner, and there is good cause why it should not be part of the public record of this
7 case.

8 3. DEFINITIONS

9 3.1 Action: this pending federal lawsuit, United Artists Corporation v.
10 United Artist Studios LLC, et al., Case No. 2:19-cv-00828-MWF-MAA.

11 3.2 Challenging Party: a Party or Non-Party that challenges the designation
12 of information or items under this Order.

13 3.3 CONFIDENTIAL Information or Items: information (regardless of how
14 it is generated, stored or maintained) or tangible things which have not been made
15 public by the disclosing party and qualify for protection under Federal Rule of Civil
16 Procedure 26(c), and as specified above in the Good Cause Statement.

17 3.4 CONFIDENTIAL-ATTORNEYS' EYES ONLY Information or Items:
18 information (regardless of how it is generated, stored or maintained) or tangible things
19 which have not been made public by the disclosing party and qualify for protection
20 under Federal Rule of Civil Procedure 26(c), and as specified above in the Good
21 Cause Statement, and which the disclosing party reasonably and in good faith believes
22 is so highly sensitive that disclosure of such highly confidential material could result
23 in significant competitive or commercial disadvantage or injury to the disclosing
24 party. Such information includes, but is not limited to, highly confidential financial
25 information.

26 3.5 Counsel: Outside Counsel of Record and House Counsel (as well as
27 their support staff).

1 3.6 Designating Party: a Party or Non-Party that designates information or
2 items that it produces in disclosures or in responses to discovery as
3 “CONFIDENTIAL” or “CONFIDENTIAL-ATTORNEYS’ EYES ONLY.”

4 3.7 Disclosure or Discovery Material: all items or information, regardless of
5 the medium or manner in which it is generated, stored, or maintained (including,
6 among other things, testimony, transcripts, and tangible things), that are produced or
7 generated in disclosures or responses to discovery in this matter.

8 3.8 Expert: a person with specialized knowledge or experience in a matter
9 pertinent to the litigation who has been retained by a Party or its counsel to serve as
10 an expert witness or as a consultant in this Action.

11 3.9 House Counsel: attorneys who are employees of a party to this Action.
12 House Counsel does not include Outside Counsel of Record or any other outside
13 counsel.

14 3.10 Non-Party: any natural person, partnership, corporation, association, or
15 other legal entity not named as a Party to this action.

16 3.11 Outside Counsel of Record: attorneys who are not employees of a party
17 to this Action but are retained to represent or advise a party to this Action and have
18 appeared in this Action on behalf of that party or are affiliated with a law firm which
19 has appeared on behalf of that party, and includes support staff.

20 3.12 Party: any party to this Action, including all of its officers, directors,
21 employees, consultants, retained experts, and Outside Counsel of Record (and their
22 support staffs).

23 3.13 Producing Party: a Party or Non-Party that produces Disclosure or
24 Discovery Material in this Action.

25 3.14 Professional Vendors: persons or entities that provide litigation support
26 services (e.g., photocopying, videotaping, translating, preparing exhibits or
27 demonstrations, and organizing, storing, or retrieving data in any form or medium)
28 and their employees and subcontractors.

1 3.15 Protected Material: any Disclosure or Discovery Material that is
2 designated as “CONFIDENTIAL” or “CONFIDENTIAL-ATTORNEYS’ EYES
3 ONLY.”

4 3.16 Receiving Party: a Party that receives Disclosure or Discovery Material
5 from a Producing Party.

6 4. SCOPE

7 The protections conferred by this Stipulation and Order cover not only
8 Protected Material (as defined above), but also (1) any information copied or
9 extracted from Protected Material; (2) all copies, excerpts, summaries, or
10 compilations of Protected Material; and (3) any testimony, conversations, or
11 presentations by Parties or their Counsel that might reveal Protected Material.

12 Any use of Protected Material at trial shall be governed by the orders of the
13 trial judge. This Order does not govern the use of Protected Material at trial.

14 5. DURATION

15 Even after final disposition of this litigation, the confidentiality obligations
16 imposed by this Order shall remain in effect until a Designating Party agrees
17 otherwise in writing or a court order otherwise directs. Final disposition shall be
18 deemed to be the later of (1) dismissal of all claims and defenses in this Action, with
19 or without prejudice; and (2) final judgment herein after the completion and
20 exhaustion of all appeals, rehearings, remands, trials, or reviews of this Action,
21 including the time limits for filing any motions or applications for extension of time
22 pursuant to applicable law.

23 6. DESIGNATING PROTECTED MATERIAL

24 6.1 Exercise of Restraint and Care in Designating Material for Protection.
25 Each Party or Non-Party that designates information or items for protection under this
26 Order must take care to limit any such designation to specific material that qualifies
27 under the appropriate standards. The Designating Party must designate for protection
28 only those parts of material, documents, items, or oral or written communications that

1 qualify so that other portions of the material, documents, items, or communications
2 for which protection is not warranted are not swept unjustifiably within the ambit of
3 this Order.

4 Mass, indiscriminate, or routinized designations are prohibited. Designations
5 that are shown to be clearly unjustified or that have been made for an improper
6 purpose (e.g., to unnecessarily encumber the case development process or to impose
7 unnecessary expenses and burdens on other parties) may expose the Designating Party
8 to sanctions.

9 If it comes to a Designating Party's attention that information or items that it
10 designated for protection do not qualify for protection, that Designating Party must
11 promptly notify all other Parties that it is withdrawing the inapplicable designation.

12 6.2 Manner and Timing of Designations. Except as otherwise provided in
13 this Order (see, e.g., second paragraph of section 6.2(a) below), or as otherwise
14 stipulated or ordered, Disclosure or Discovery Material that qualifies for protection
15 under this Order must be clearly so designated before the material is disclosed or
16 produced.

17 Designation in conformity with this Order requires:

18 (a) for information in documentary form (e.g., paper or electronic
19 documents, but excluding transcripts of depositions or other pretrial or trial
20 proceedings), that the Producing Party affix at a minimum, the legend
21 "CONFIDENTIAL" or "CONFIDENTIAL-ATTORNEYS' EYES ONLY"
22 (hereinafter "CONFIDENTIAL legend"), to each page that contains protected
23 material. If only a portion or portions of the material on a page qualifies for
24 protection, the Producing Party also must clearly identify the protected portion(s)
25 (e.g., by making appropriate markings in the margins).

26 A Party or Non-Party that makes original documents available for inspection
27 need not designate them for protection until after the inspecting Party has indicated
28 which documents it would like copied and produced. During the inspection and

1 before the designation, all of the material made available for inspection shall be
2 deemed “CONFIDENTIAL” or “CONFIDENTIAL-ATTORNEYS’ EYES ONLY.”
3 After the inspecting Party has identified the documents it wants copied and produced,
4 the Producing Party must determine which documents, or portions thereof, qualify for
5 protection under this Order. Then, before producing the specified documents, the
6 Producing Party must affix a “CONFIDENTIAL legend” to each page that contains
7 Protected Material. If only a portion or portions of the material on a page qualifies for
8 protection, the Producing Party also must clearly identify the protected portion(s)
9 (e.g., by making appropriate markings in the margins).

10 (b) for testimony given in depositions, that the Designating Party identify the
11 Disclosure or Discovery Material: (i) on the record, before the close of the
12 deposition; and/or (ii) after the conclusion of the deposition, within fourteen (14) days
13 of receipt of the final deposition transcript, by written notice to counsel of record for
14 any signatory. The entirety of any deposition transcript (preliminary or final) shall be
15 treated as though designated “CONFIDENTIAL-ATTORNEYS’ EYES ONLY” from
16 the time such transcript is received until the time for designation set forth in (b) above
17 passes, unless the Designating Party has earlier indicated a different designation. The
18 front page of any deposition transcript containing Protected Material shall be marked
19 by the court reporter as follows: either “CONTAINS CONFIDENTIAL
20 INFORMATION” and/or “CONTAINS CONFIDENTIAL-ATTORNEYS’ EYES
21 ONLY INFORMATION” as applicable. For depositions containing some Protected
22 Material and some non-Protected Material, a separate confidential transcript marked
23 “Confidential Information Governed by Protective Order,” apart from the usual
24 transcript, shall be prepared by the court reporter. The Designating Party shall have
25 the right to have all persons except the deponent and her counsel, the court reporter,
26 and such other persons as are permitted under Paragraphs 8.2 and 8.3 below, excluded
27 from a deposition, or any portion thereof, as appropriate, before the taking therein of
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1 the testimony that the Designating Party designates as Protected Material under this
2 Agreement.

3 (c) for information produced in some form other than documentary and for
4 any other tangible items, that the Producing Party affix a “CONFIDENTIAL legend”
5 in a prominent place on the exterior of the container or containers in which the
6 information is stored. If only a portion or portions of the information warrants
7 protection, the Producing Party, to the extent practicable, shall identify the protected
8 portion(s).

9 6.3 Inadvertent Failures to Designate. If timely corrected, an inadvertent
10 failure to designate qualified information or items does not, standing alone, waive the
11 Designating Party’s right to secure protection under this Order for such material.
12 Upon timely correction of a designation, the Receiving Party must make reasonable
13 efforts to assure that the material is treated in accordance with the provisions of this
14 Order.

15 7. CHALLENGING CONFIDENTIALITY DESIGNATIONS

16 7.1 Timing of Challenges. Any Party or Non-Party may challenge a
17 designation of confidentiality at any time that is consistent with the Court’s
18 Scheduling Order.

19 7.2 Meet and Confer. The Challenging Party shall initiate the dispute
20 resolution process under Local Rule 37.1 et seq.

21 7.3 The burden of persuasion in any such challenge proceeding shall be on
22 the Designating Party. Frivolous challenges, and those made for an improper purpose
23 (e.g., to harass or impose unnecessary expenses and burdens on other parties) may
24 expose the Challenging Party to sanctions. Unless the Designating Party has waived
25 or withdrawn the confidentiality designation, all parties shall continue to afford the
26 material in question the level of protection to which it is entitled under the Producing
27 Party’s designation until the Court rules on the challenge.

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1 8. ACCESS TO AND USE OF PROTECTED MATERIAL

2 8.1 Basic Principles. A Receiving Party may use Protected Material that is
3 disclosed or produced by another Party or by a Non-Party in connection with this
4 Action only for prosecuting, defending, or attempting to settle this Action. Such
5 Protected Material may be disclosed only to the categories of persons and under the
6 conditions described in this Order. When the Action has been terminated, a
7 Receiving Party must comply with the provisions of section 13 below (FINAL
8 DISPOSITION).

9 Protected Material must be stored and maintained by a Receiving Party at a
10 location and in a secure manner that ensures that access is limited to the persons
11 authorized under this Order.

12 8.2 Disclosure of “CONFIDENTIAL” Information or Items. Unless
13 otherwise ordered by the court or permitted in writing by the Designating Party, a
14 Receiving Party may disclose any information or item designated
15 “CONFIDENTIAL” only to:

16 (a) the Receiving Party’s Counsel, as well as employees of said Counsel to
17 whom it is reasonably necessary to disclose the information for this Action;

18 (b) the officers, directors, and employees of the Receiving Party to whom
19 disclosure is reasonably necessary for this Action;

20 (c) Experts (as defined in this Order) of the Receiving Party to whom
21 disclosure is reasonably necessary for this Action and who have signed the
22 “Acknowledgment and Agreement to Be Bound” (Exhibit A) and who are timely
23 disclosed pursuant to Paragraph 8.4 below;

24 (d) the court and its personnel;

25 (e) court reporters and their staff;

26 (f) professional jury or trial consultants, mock jurors, and Professional
27 Vendors to whom disclosure is reasonably necessary for this Action and who have
28 signed the “Acknowledgment and Agreement to Be Bound” (Exhibit A);

1 (g) the author or recipient of a document containing the information or a
2 custodian or other person who otherwise possessed or knew the information;

3 (h) during their depositions, witnesses, and attorneys for witnesses, in the
4 Action to whom disclosure is reasonably necessary provided: (1) the deposing party
5 requests that the witness sign the form attached as Exhibit A hereto; and (2) they will
6 not be permitted to keep any confidential information unless they sign the
7 “Acknowledgment and Agreement to Be Bound” (Exhibit A), unless otherwise agreed
8 by the Designating Party or ordered by the court. Pages of transcribed deposition
9 testimony or exhibits to depositions that reveal Protected Material may be separately
10 bound by the court reporter and may not be disclosed to anyone except as permitted
11 under this Stipulated Protective Order; and

12 (i) any mediator or settlement officer, and their supporting personnel,
13 mutually agreed upon by any of the parties engaged in settlement discussions.

14 8.3 Disclosure of “CONFIDENTIAL-ATTORNEYS’ EYES ONLY”
15 Information or Items. Unless otherwise ordered by the court or permitted in writing
16 by the Designating Party, a Receiving Party may disclose any information or item
17 designated “CONFIDENTIAL-ATTORNEYS’ EYES ONLY” only to:

18 (a) the Receiving Party’s Counsel, as well as employees of said Counsel to
19 whom it is reasonably necessary to disclose the information for this Action;

20 (b) Experts (as defined in this Order) of the Receiving Party to whom
21 disclosure is reasonably necessary for this Action and who have signed the
22 “Acknowledgment and Agreement to Be Bound” (Exhibit A) and who are timely
23 disclosed pursuant to Paragraph 8.4 below;

24 (c) the court and its personnel;

25 (d) court reporters and their staff;

26 (e) professional jury or trial consultants, mock jurors, and Professional
27 Vendors to whom disclosure is reasonably necessary for this Action and who have
28 signed the “Acknowledgment and Agreement to Be Bound” (Exhibit A);

1 (f) the author or recipient of a document containing the information or a
2 custodian or other person who otherwise possessed or knew the information;

3 (g) during their depositions, witnesses, and attorneys for witnesses, in the
4 Action to whom disclosure is reasonably necessary provided: (1) the deposing party
5 requests that the witness sign the form attached as Exhibit A hereto; and (2) they will
6 not be permitted to keep any confidential information unless they sign the
7 “Acknowledgment and Agreement to Be Bound” (Exhibit A), unless otherwise agreed
8 by the Designating Party or ordered by the court. Pages of transcribed deposition
9 testimony or exhibits to depositions that reveal Protected Material may be separately
10 bound by the court reporter and may not be disclosed to anyone except as permitted
11 under this Stipulated Protective Order; and

12 (h) any mediator or settlement officer, and their supporting personnel,
13 mutually agreed upon by any of the parties engaged in settlement discussions.

14 8.4 Disclosure of Protected Material to Experts. Written notice of intention
15 to disclose Protected Material to an Expert pursuant to Paragraphs 8.2(c) and 8.3(b)
16 shall be provided by email seven calendar days before the intended disclosure and
17 shall specify the identity of the individual(s) to whom the intended disclosure will be
18 made, and that person’s occupation and employer. If there is a written objection
19 within the seven-day period and the objection is not resolved between counsel, the
20 party seeking disclosure shall not disclose the information or documents, but shall
21 have the right to bring the dispute before the Court for resolution. The Parties shall
22 not unreasonably object to the disclosure of information and documents to an Expert
23 pursuant to Paragraphs 8.2(c) and 8.3(b). The party objecting to the disclosure shall
24 have the burden of showing why the information or documents should not be
25 disclosed to the Expert pursuant to Paragraphs 8.2(c) and 8.3(b). The parties further
26 agree that an Expert whose identity is disclosed pursuant to this paragraph cannot be
27 deposed regarding any subject related to this litigation, unless the Expert has been
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1 designated as a testifying expert by the retaining party, and then in a manner
2 consistent with the Federal Rules of Civil Procedure governing expert discovery.

3 9. PROTECTED MATERIAL SUBPOENAED OR ORDERED PRODUCED IN
4 OTHER LITIGATION

5 If a Party is served with a subpoena or a court order issued in other litigation
6 that compels disclosure of any information or items designated in this Action as
7 “CONFIDENTIAL” or “CONFIDENTIAL-ATTORNEYS’ EYES ONLY” that Party
8 must:

9 (a) promptly notify in writing the Designating Party. Such notification shall
10 include a copy of the subpoena or court order;

11 (b) promptly notify in writing the party who caused the subpoena or order to
12 issue in the other litigation that some or all of the material covered by the subpoena or
13 order is subject to this Protective Order. Such notification shall include a copy of this
14 Stipulated Protective Order; and

15 (c) cooperate with respect to all reasonable procedures sought to be pursued
16 by the Designating Party whose Protected Material may be affected.

17 If the Designating Party timely seeks a protective order, the Party served with
18 the subpoena or court order shall not produce any information designated in this
19 action as “CONFIDENTIAL” or “CONFIDENTIAL-ATTORNEYS’ EYES ONLY”
20 before a determination by the court from which the subpoena or order issued, unless
21 the Party has obtained the Designating Party’s permission. The Designating Party
22 shall bear the burden and expense of seeking protection in that court of its
23 confidential material and nothing in these provisions should be construed as
24 authorizing or encouraging a Receiving Party in this Action to disobey a lawful
25 directive from another court.

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10. A NON-PARTY'S PROTECTED MATERIAL SOUGHT TO BE
PRODUCED IN THIS LITIGATION

(a) The terms of this Order are applicable to information produced by a Non-Party in this Action and designated as "CONFIDENTIAL" or "CONFIDENTIAL-ATTORNEYS' EYES ONLY." Such information produced by Non-Parties in connection with this litigation is protected by the remedies and relief provided by this Order. Nothing in these provisions should be construed as prohibiting a Non-Party from seeking additional protections.

(b) In the event that a Party is required, by a valid discovery request, to produce a Non-Party's confidential information in its possession, and the Party is subject to an agreement with the Non-Party not to produce the Non-Party's confidential information, then the Party shall:

(1) promptly notify in writing the Requesting Party and the Non-Party that some or all of the information requested is subject to a confidentiality agreement with a Non-Party;

(2) promptly provide the Non-Party with a copy of the Stipulated Protective Order in this Action, the relevant discovery request(s), and a reasonably specific description of the information requested; and

(3) make the information requested available for inspection by the Non-Party, if requested.

(c) If the Non-Party fails to seek a protective order from this court within 14 days of receiving the notice and accompanying information, the Receiving Party may produce the Non-Party's confidential information responsive to the discovery request. If the Non-Party timely seeks a protective order, the Receiving Party shall not produce any information in its possession or control that is subject to the confidentiality agreement with the Non-Party before a determination by the court. Absent a court order to the contrary, the Non-Party shall bear the burden and expense of seeking protection in this court of its Protected Material.

1 11. UNAUTHORIZED DISCLOSURE OF PROTECTED MATERIAL

2 If a Receiving Party learns that, by inadvertence or otherwise, it has disclosed
3 Protected Material to any person or in any circumstance not authorized under this
4 Stipulated Protective Order, the Receiving Party must immediately (a) notify in
5 writing the Designating Party of the unauthorized disclosures, (b) use its best efforts
6 to retrieve all unauthorized copies of the Protected Material, (c) inform the person or
7 persons to whom unauthorized disclosures were made of all the terms of this Order,
8 and (d) request such person or persons to execute the “Acknowledgment and
9 Agreement to Be Bound” that is attached hereto as Exhibit A.

10 12. INADVERTENT PRODUCTION OF PRIVILEGED OR OTHERWISE
11 PROTECTED MATERIAL

12 When a Producing Party gives notice to Receiving Parties that certain
13 inadvertently produced material is subject to a claim of privilege or other protection,
14 the obligations of the Receiving Parties are those set forth in Federal Rule of Civil
15 Procedure 26(b)(5)(B). This provision is not intended to modify whatever procedure
16 may be established in an e-discovery order that provides for production without prior
17 privilege review. Pursuant to Federal Rule of Evidence 502(d) and (e), insofar as the
18 parties reach an agreement on the effect of disclosure of a communication or
19 information covered by the attorney-client privilege or work product protection, the
20 parties may incorporate their agreement in the stipulated protective order submitted to
21 the court.

22 13. MISCELLANEOUS

23 13.1 Right to Further Relief. Nothing in this Order abridges the right of any
24 person to seek its modification by the Court in the future.

25 13.2 Right to Assert Other Objections. By stipulating to the entry of this
26 Protective Order no Party waives any right it otherwise would have to object to
27 disclosing or producing any information or item on any ground not addressed in this
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1 Stipulated Protective Order. Similarly, no Party waives any right to object on any
2 ground to use in evidence of any of the material covered by this Protective Order.

3 13.3 Filing Protected Material. A Party that seeks to file under seal any
4 Protected Material must comply with Civil Local Rule 79-5. Protected Material may
5 only be filed under seal pursuant to a court order authorizing the sealing of the specific
6 Protected Material at issue. If a Party's request to file Protected Material under seal is
7 denied by the court, then the Receiving Party may file the information in the public
8 record unless otherwise instructed by the court.

9 14. FINAL DISPOSITION

10 After the final disposition of this Action, as defined in paragraph 5, within 60
11 days of a written request by the Designating Party, each Receiving Party must return all
12 Protected Material to the Producing Party or destroy such material. As used in this
13 subdivision, "all Protected Material" includes all copies, abstracts, compilations,
14 summaries, and any other format reproducing or capturing any of the Protected
15 Material. Whether the Protected Material is returned or destroyed, the Receiving Party
16 must submit a written certification to the Producing Party (and, if not the same person
17 or entity, to the Designating Party) by the 60 day deadline that (1) identifies (by
18 category, where appropriate) all the Protected Material that was returned or destroyed
19 and (2) affirms that the Receiving Party has not retained any copies, abstracts,
20 compilations, summaries or any other format reproducing or capturing any of the
21 Protected Material. Notwithstanding this provision, Counsel are entitled to retain an
22 archival copy of all pleadings, motion papers, trial, deposition, and hearing transcripts,
23 legal memoranda, correspondence, deposition and trial exhibits, expert reports, attorney
24 work product, and consultant and expert work product, even if such materials contain
25 Protected Material. Any such archival copies that contain or constitute Protected
26 Material remain subject to this Protective Order as set forth in Section 4 (DURATION).

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1 15. Any violation of this Order may be punished by any and all appropriate measures
2 including, without limitation, contempt proceedings and/or monetary sanctions.

3 IT IS SO STIPULATED, THROUGH COUNSEL OF RECORD.

4
5 SHEPPARD MULLIN RICHTER & HAMPTON LLP

6
7 Dated: September 9, 2019 By /s/ Paul A. Bost
8 JILL M. PIETRINI
9 PAUL A. BOST

10 Attorneys for Plaintiff and Counter-Defendant
11 United Artists Corporation

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13 LAW OFFICE OF ERIC SAPIR

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15 Dated: September 9, 2019 By /s/ Eric Sapor
16 ERIC SAPIR

17 Attorneys for Defendants and Counterclaimants
18 United Artist Studios LLC and United Artist
19 Film Festival LLC and Defendants XLI
20 Technologies Inc., XLI41 L.L.C., and James P.
21 Schramm

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23 FOR GOOD CAUSE SHOWN, IT IS SO ORDERED.

24 DATED: September 10, 2019

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26 
27 Honorable Maria A. Audero
28 United States Magistrate Judge

1 EXHIBIT A

2 ACKNOWLEDGMENT AND AGREEMENT TO BE BOUND

3
4 I, _____ [print or type full name], of _____
5 [print or type full address], declare under penalty of perjury that I have read in its
6 entirety and understand the Stipulated Protective Order that was issued by the United
7 States District Court for the Central District of California on [date] in the case of United
8 Artists Corporation v. United Artist Studios LLC, United Artist Film Festival LLC,
9 XLI Technologies Inc., XLI41 L.L.C., James P. Schramm, and DOES 1-10, Case No.
10 2:19-cv-00828-MWF-MAA. I agree to comply with and to be bound by all the terms
11 of this Stipulated Protective Order and I understand and acknowledge that failure to so
12 comply could expose me to sanctions and punishment in the nature of contempt. I
13 solemnly promise that I will not disclose in any manner any information or item that is
14 subject to this Stipulated Protective Order to any person or entity except in strict
15 compliance with the provisions of this Order.

16 I further agree to submit to the jurisdiction of the United States District Court for
17 the Central District of California for the purpose of enforcing the terms of this
18 Stipulated Protective Order, even if such enforcement proceedings occur after
19 termination of this action. I hereby appoint _____ [print or
20 type full name] of _____ [print or type full
21 address and telephone number] as my California agent for service of process in
22 connection with this action or any proceedings related to enforcement of this Stipulated
23 Protective Order.

24 Date: _____

25 City and State where sworn and signed: _____

26 Printed name: _____

27 Signature: _____

28 SMRH:4831-7996-8414.1